infant falsely represented himself to be of age does not give any validity to the contract or estop the infant from disaffirming the same or setting up the defense of infancy against its enforcement, *Wieland* v. *Kobick,* 110 Ill. 16; *Carpenter* v. *Carpenter,* 45 Ind. 142; *Merriam* v. *Cunningham,* 11 Cush. (Mass.) 40; *Studwell* v. *Shapter,* 54 N. Y. 249; *Whitcomb* v. *Joslyn,* 51 Vt. 79; *Burdett* v. *Williams,* 30 Fed. 697; but there is also authority for the view that such false representations will create an estoppel against the infant. *Pemberton Building, Etc., Assoc.* v. *Adams,* 53 N. J. Eq. 258; *Kilgore* v. *Jordan,* 17 Tex. 341; *Cobbey* v. *Buchanan,* 48 Nebr. 391. In some states the question is governed by statute. *Beickler* v. *Guenther,* 121 Iowa 419; *Dillon* v. *Burnham,* 43 Kan. 77. Where the infant has made no representations, the mere fact the person with whom he dealt believed him to be of age, even though his belief was warranted by the infant's appearance and surrounding circumstances, and the infant knew of such belief, will not render the contract valid or estop the infant to disaffirm. *Baker* v. *Stone,* 136 Mass. 405; *Folds* v. *Allardt,* 35 Minn. 488; *Stikeman* v. *Dawson,* 1 De G. & Sm. 90.

CARRIERS — PASSENGER'S SIGNATURE TO EXCURSION TICKET. — Defendant sold to one L., 340 excursion tickets, with authority to resell, provided the purchaser, ("whose signature appears below") signed it, agreeing to the conditions upon such ticket. It was stipulated thereon that on failure to comply with the conditions, the conductor could refuse to accept it. Among the conditions was one by which the purchaser agreed to sign his name or otherwise identify himself when called upon. One Adams, for himself and plaintiff, bought tickets from L., and, at the request of the latter, signed the names of the intended users. On failure of plaintiff's signature to agree with that written upon the ticket, and being unable to otherwise identify himself, he was ejected after a struggle, and arrested for breach of the peace. *Held,* the stipulation that the purchaser sign his name was waived by the conduct of L. when he sold the ticket, and plaintiff was entitled to recover, notwithstanding he had knowledge of its conditions and was negligent in not procuring a proper ticket. *Elser* v. *Southern Pac. Co.* (1908), — Ct. App. Cal. —, 94 Pac. Rep. 852.

The question of liability for ejection where the ticket is defective, is a much mooted one. Many courts hold the ticket to be conclusive as between the passenger and conductor even where the passenger is free from negligence in presenting such ticket. *Mosher* v. *St. Louis & I. M. T. Co.,* 23 Fed. 326; *Pouilin* v. *Canadian Pacific Ry. Co.,* 52 Fed. 197; *Western Maryland R. Co.* v. *Stockdale,* 83 Md. 245; *Frederick* v. *Marquette H. & O. R. Co.,* 37 Mich. 342; *Woods* v. *Metropolitan St. Ry. Co.,* 48 Mo. App. 125; Contra, *Pennsylvania Co.* v. *Bray,* 125 Ind. 229; *Hufford* v. *Grand Rapids & I. Ry. Co.,* 64 Mich. 631. But, however this may be, where the passenger has knowledge, or is charged with knowledge, before entering the train, that he has not proper evidence of his right to ride, the authorities support the view that he cannot recover, having contributed to the result by

his own negligence. *Pouilon* v. *Canadian Pacific Ry Co.*, supra; *Hall* v. *Memphis & C. R. Co.*, 15 Fed. 57; Note 43 L. R. A. 706; in this regard the principal case seems to be a departure.

CONSTITUTIONAL LAW—ELEVENTH AMENDMENT—JURISDICTION OF FEDERAL CIRCUIT COURT—PENALTY FOR DISOBEYING RATE LEGISLATION.—In a suit in a Federal Circuit Court, brought by one of the stockholders against the Northern Pacific R. R., and one Young, as Attorney General of Minnesota, to restrain the railroad from complying with a statute of Minnesota establishing freight rates, which statute provided that non-compliance with the law is a crime punishable with a very severe penalty, the court granted the injunction, and also restrained Young, as Attorney General of the State of Minnesota, from taking any steps against the railroad to enforce the remedies or penalties of the rate law, or to compel obedience to that act, or compliance therewith, or any part thereof. The Attorney General, having, in violation of such injunction, obtained, in the state court, an alternative writ of mandamus commanding the railroad to publish a schedule of rates as provided by law, was adjudged in contempt of court, and fined $100. He petitioned for a writ of habeas corpus to secure his release from custody, and for a writ of certiorari to test the validity of the proceedings, on the ground that the Circuit Court of the United States was without jurisdiction. The court dismissed the petition, and *held*, (1) that the rate law of Minnesota is unconstitutional, as depriving the corporation of the equal protection of the law; (2) that the suit was not a suit against a state in violation of the eleventh amendment to the United States Constitution. (Mr. Justice HARLAN, dissents). *Ex parte Edward T. Young, Petitioner* (1908), 28 Sup. Ct. Rep 441.

The purpose of the eleventh amendment was to provide "that states should not be subjected against their will to pecuniary obligations which might be enforced by a mandamus or injunction that would withdraw money from the treasury without the consent of the legislature, or hinder the operations of the government, as a political and sovereign power." HARE'S AMER. CONST. LAW, Vol. 2, 1055. The first case on the subject, which declared that "the eleventh amendment is, of necessity, limited to those suits in which a state is a party on the record," has been considerably modified by later decisions. *Osborn* v. *Bank*, 9 Wheat. 738; *Davis* v. *Gray*, 16 Wall. 203. The question is now said to be one of fact, is or is not the suit in substance, though not in form, a suit by a citizen of another state against a state? PATTERSON, THE U. S. AND STATES UNDER THE CONST. 2nd ed. 260. The real difficulty, however, lies in determining when the suit is in reality and substance against the state. The court said, in *Cunningham* v. *R. R.*, 109 U. S. 446, that although the state was not nominally a party, yet as it clearly appeared that the state was so interested in the property that final relief could not be granted without making it a party, the court was without jurisdiction. A suit against an officer of a state to compel performance of contracts is, in effect, a suit against a state. *McGahey* v. *Virginia*, 135 U. S.